

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

JACINTA ELDER

v.

BMO HARRIS BANK, ET AL.

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Civil No. – JFM-13-3043

MEMORANDUM

On April 11, 2014, I issued a memorandum granting motions to compel arbitration filed by defendants as to all but one of the claims asserted by plaintiff. I made no ruling as to the excepted claim which was based upon a loan made by Riverbend Finance, LLC d/b/a Riverbend Cash, which did not contain an arbitration agreement. I hereby rule that plaintiff has stated no claim upon which relief can be granted as to that claim because she is “\$200 ahead” as to that loan because she borrowed \$500 and has repaid only \$300.

I previously (incorrectly) closed the case. However, my ruling against plaintiff as to the claim she asserts against Four Oaks based upon the loan she made from Riverbend resolve all of the claims that have been asserted. Accordingly, I am today entering an order directing that this case proceed to arbitration as to all the claims except the Riverbend claim and grant Four Oaks’ motion to dismiss as to the Riverbend claim.

Date:

6/11/14
DEPUTY
CLERK'S OFFICE
AT BALTIMORE


J. Frederick Motz
United States District Judge

JUN -5 11:54

FILED
U.S. DISTRICT COURT
DISTRICT OF MARYLAND